



Sunshine Law Request
from the
Missouri Attorney General's Office



ATTORNEY GENERAL OF MISSOURI
ERIC SCHMITT

April 20, 2022

Paul Tandy
Custodian of Records
Parkway Schools
455 N. Woods Mill Rd.
Chesterfield, MO 63107
Sent via email to ptandy@parkwayschools.net

RE: Sunshine Law Request

Dear Mr. Tandy:

I write to request copies of the following public records pursuant to Chapter 610 of the Missouri Revised Statutes:

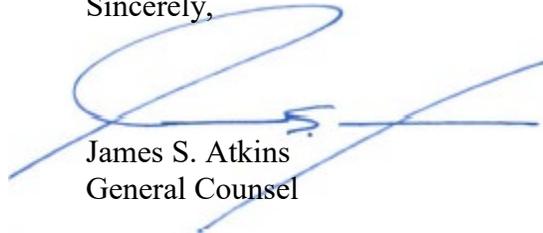
1. All contracts, including scope of work agreements, with any consulting company or entity (whether for profit, or not-for-profit) that provides justice, diversity, equity or inclusion training (or any similar training regardless of how titled or referenced) entered into by the Parkway School District during calendar years 2020, 2021 or 2022 including, but not limited to, any contract for services with Educational Equity Consultants.
2. All invoices, paid and unpaid, from Educational Equity Consultants, or any other consulting company or entity as described in request number one with which the district engaged, received by Parkway School District during calendar years 2020, 2021 and 2022.
3. All presentations and training materials provided to the district by Educational Equity Consultants, or any other consulting company or entity as described in request number one. As used in this request, "presentations and training materials" means any document – whether hard copy or electronic – provided or used during any portion of justice, diversity, equity or inclusion training including, but not limited to, Power Point presentations, charts, graphs, pictograms, articles or demonstrative exhibits.

I request that all responsive records be produced electronically, or be made available immediately for inspection.

This request seeks documents that are in the public interest because they are likely to contribute to a better understanding of the operations or activities of Parkway School District. In addition, this is not a request for commercial purposes. For these reasons, pursuant to § 610.026.1(1), RSMo, the Missouri Attorney General's Office requests a waiver of any fees associated with processing this request for records.

Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to be 'James S. Atkins', is written over the typed name and title. The signature is fluid and cursive, with a large loop at the beginning and a long horizontal stroke extending to the right.

James S. Atkins
General Counsel



Responsive Documents

from the School District

Agenda Item Details

Meeting Apr 14, 2021 - Parkway Board of Education Regular Meeting .

Category 10. Action Items (Consent)

Subject 10.29 Approval of Request for Professional Services: Educational Equity Consultants - Dr. Charlotte Ijei, Director of Pupil Personnel and Diversity

Access Public

Type Action (Consent)

Recommended Action ...that the board of education approve the request for professional services as provided by Educational Equity Consultants on June 21-24, 2021 in the amount of \$30,875.00 as presented in the April 14, 2021 board meeting materials.

Public Content

[Board Request 2021 Educational Equity Consultants.pdf \(2,234 KB\)](#)

Executive Content

Motion & Voting

...that the board of education approve the consent items as presented in the April 14, 2021 board meeting materials.

Motion by Kevin Seltzer, second by Kristy Davis.

Final Resolution: Motion Carries

Yea: Kristy Davis, Deborah Hopper, Matthew Schindler, Kevin Seltzer, Jeff Todd, Pam Hill

REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES

1. Professional's name, company and brief description of services to be provided
 Educational Equity Consultants

 Just Organizations - Leadership & Racism Institute 2021. Program to discover, dissect and deploy practices that eliminate oppression and maximize the potential of a diverse workforce. Just Organizations includes a four-day overnight retreat focused on self-exploration and two days of follow-up training designed to address and resolve behaviors and policies that inhibit success, productivity, and morale. Due to COVID-19, each participant will have their own room for this retreat.
2. Requested by Charlotte Ijei School/Department Student Services
3. Target population District Administrators
4. Time Dimension: Single Year Multiple Year
 For how long June 21-24, 2021
5. A. Support of district Strategic Plan (give Strategy letter and Action Plan number)
 Parkway's Ethos statement states that our success depends on the dedicated employees who all come together each day and work with a sense of pride and commitment in being the very best for our students and families. Our support for these important commitments will help ensure we accomplish our mission for students as they learn, grow and develop in Parkway Schools.

 B. Support of school/division goals and objectives.
 Equity in Action Team Members will derive the following walkaway benefits from participating in this program:
 1. Improved workplace morale and group cohesion
 2. Effective communication skills
 3. Culturally improved policies and practices
 4. Respected leadership
6. Review and Evaluation plan
 Educational Equity Consultants specializes in diversity training that identifies and eradicates systems of oppression that damage our workplaces and schools. Since 2001, Education Equity Consultants has been the leader in diversity training for schools and companies.
7. Cost for Professional Service \$ 30,875.00
8. Source of funds (division/school budget, grant) Student Services Development Adm'n
9. Date(s) consultant will work for district June 21-24, 2021

The responsible administrator has verified that his request is in compliance with board policy and guidelines, DJF.AP1

Requesting administrator Charlotte Ijei Date 4/8/2021
 Approving administrator [Signature] Date 4-9-21

Educational Equity Consultants, LLC

9378 Olive Blvd., Suite 206
 Saint Louis, MO 63132-3224

Date	Invoice #
4/7/2021	1819

Bill To
Parkway School District Accounts Payable 455 N. Woods Mill Road Chesterfield, MO 63017

314-997-6500

P.O. No.	Terms
	Due on receipt

Description	Amount
Just Organization - Leadership & Racism Institute 2021 - June 21 - 24, 2021 - Registration for Amy Belding	1,625.00
Just Organization - Leadership & Racism Institute 2021 - June 21 - 24, 2021 - Registration for Jada Bell	1,625.00
Just Organization - Leadership & Racism Institute 2021 - June 21 - 24, 2021 - Registration for Jesse Burkett	1,625.00
Just Organization - Leadership & Racism Institute 2021 - June 21 - 24, 2021 - Registration for Marvin Byrd	1,625.00
Just Organization - Leadership & Racism Institute 2021 - June 21 - 24, 2021 - Registration for Jessica Cavazos-Rochat	1,625.00
Just Organization - Leadership & Racism Institute 2021 - June 21 - 24, 2021 - Registration for Annie Dickerson	1,625.00
Just Organization - Leadership & Racism Institute 2021 - June 21 - 24, 2021 - Registration for Tamika Dukes	1,625.00
Just Organization - Leadership & Racism Institute 2021 - June 21 - 24, 2021 - Registration for Nyron Edwards	1,625.00
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Just Organization - Leadership & Racism Institute 2021 - June 21 - 24, 2021 - Registration for Sharleta Williams	1,625.00
Just Organization - Leadership & Racism Institute 2021 - June 21 - 24, 2021 - Registration for Michael Zitzer	1,625.00
Total	\$30,875.00

314-997-6500

Educational Equity Consultants (<http://eec4justice.com>)

About (<http://eec4justice.com/about/>)

Diversity Training (<http://eec4justice.com/diversity-training/>)

Events (<http://eec4justice.com/events/>)

Just Resources (<http://eec4justice.com/just-resources/>)

Contact (<http://eec4justice.com/contact/>)

Just Organizations



Just Organizations (formerly named, Leadership and Racism Institute) is a program for all business and/or social entities to discover, dissect and deploy practices that eliminate oppression and maximize the potential of a diverse workforce. Just Organizations includes a four-day overnight retreat focused on self-exploration and two days of follow-up training designed to address and resolve behaviors and policies that inhibit success, productivity and morale.

Walkaway benefits

- Improved workplace morale and group cohesion
- Effective communication skills
- Culturally improved policies and practices
- Respected leadership

Next Session

June 21– 24, 2021

Register Now!

[Download Application \(http://eec4justice.com/wp-content/uploads/2021/01/LRI-2021-Application-01.2021.docx\)](http://eec4justice.com/wp-content/uploads/2021/01/LRI-2021-Application-01.2021.docx)

Educational Equity Consultants | 314-997-6500 © 2002-2020

Sitemap (/sitemap_index.xml)

Educational Equity Consultants (<http://eec4justice.com>)

About (<http://eec4justice.com/about/>)

Diversity Training (<http://eec4justice.com/diversity-training/>)

Events (<http://eec4justice.com/events/>)

Just Resources (<http://eec4justice.com/just-resources/>)

Contact (<http://eec4justice.com/contact/>)

Diversity Training



The Problem

Oppression in our schools cheats our children out of a promised and necessary education. In addition, oppression in the workplace poisons morale and productivity.

Though not always perceivable or understood, issues with racism, sexism and classism — to name a few — exist within ourselves and our institutions. As employers and educators, it is up to us to eliminate the oppressive attitudes, behaviors and policies that sabotage an employee's right to succeed and a student's right to learn.

The Solution

Educational Equity Consultants (EEC) specializes in diversity training that identifies and eradicates systems of oppression that damage our workplaces and schools.

Since 2001, Education Equity Consultants has been the leader in diversity training for schools and companies in numerous states across the country. EEC has equipped more than 1,300 educators with the knowledge to first uncover oppression in schools and then combat it by way of effective communication techniques that promote respect and empowerment among students and staff.

Just : practicing and standing up for what is morally right and fair

EEC's four **Just** programs help schools and organizations eliminate oppressive attitudes, behaviors and policies

Learn more about the **Just** Programs:

- ▶ Just Organizations (<http://eec4justice.com/register/just-organizations/>)
- ▶ Just Trainer (<http://eec4justice.com/diversity-training/just-trainer/>)
- ▶ Just Schools (<http://eec4justice.com/register/just-schools/>)

- Just Students (<http://eec4justice.com/diversity-training/just-students/>)

Educational Equity Consultants | 314-997-6500 © 2002-2020

Sitemap (/sitemap_index.xml)

Educational Equity Consultants, LLC

**9378 Olive Blvd., Suite 206
Saint Louis, MO 63132-3224**

Date	Invoice #
3/28/2022	1884

Bill To
Parkway School District Accounts Payable 455 N. Woods Mill Road Chesterfield, MO 63017

314-997-6500

P.O. No.	Terms
	Due on receipt

Description	Amount
Just Organizations: Leadership & Racism Institute 2022 - June 20-23 - Early Registration - James Cohee	1,650.00
Just Organizations: Leadership & Racism Institute 2022 - June 20-23 - Early Registration - John McCabe	1,650.00
Just Organizations: Leadership & Racism Institute 2022 - June 20-23 - Early Registration - Kimberly Ramirez	1,650.00
Just Organizations: Leadership & Racism Institute 2022 - June 20-23 - Early Registration - Megan Clemenson	1,650.00
Just Organizations: Leadership & Racism Institute 2022 - June 20-23 - Early Registration - Matthew Roach	1,650.00
Just Organizations: Leadership & Racism Institute 2022 - June 20-23 - Early Registration - Jamie Otto	1,650.00
Just Organizations: Leadership & Racism Institute 2022 - June 20-23 - Early Registration - Adam Kealen	1,650.00
Total	\$11,550.00

314-997-6500

Educational Equity Consultants, LLC

**9378 Olive Blvd., Suite 206
Saint Louis, MO 63132-3224**

Date	Invoice #
4/7/2021	1819

Bill To
Parkway School District Accounts Payable 455 N. Woods Mill Road Chesterfield, MO 63017

314-997-6500

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Just Organization - Leadership & Racism Institute 2021 - June 21 - 24, 2021 - Registration for Michael Zitzer	1,625.00
Total	\$30,875.00

314-997-6500

Educational Equity Consultants, LLC

9378 Olive Blvd., Suite 206
 Saint Louis, MO 63132-3224

Date	Invoice #
4/21/2022	1896

Bill To
Parkway School District Accounts Payable 455 N. Woods Mill Road Chesterfield, MO 63017

314-997-6500

P.O. No.	Terms
	Due on receipt

Description	Amount
Just Organizations: Leadership & Racism Institute 2022 - June 20-23, 2022 - Registration - Cherie Magueja	1,825.00
Just Organizations: Leadership & Racism Institute 2022 - June 20-23, 2022 - Registration - Terri Politte	1,825.00
Just Organizations: Leadership & Racism Institute 2022 - June 20-23, 2022 - Registration - Tracy Smith	1,825.00
Total	\$5,475.00

314-997-6500

Educational Equity Consultants, LLC

9378 Olive Blvd., Suite 206
Saint Louis, MO 63132-3224

Date	Invoice #
5/9/2022	1906

Bill To
Parkway School District Accounts Payable 455 N. Woods Mill Road Chesterfield, MO 63017

314-997-6500

P.O. No.	Terms
	Due on receipt

Description	Amount
Just Organizations: Leadership & Racism Institute 2022 - June 20-23, 2022 - Registration: Christopher Clark	1,825.00
Total	\$1,825.00

314-997-6500

Consultant Agreement

Changing Systems | 4220 Duncan Ave. Suite 201 | St. Louis, Mo. 63110 | (314) 403-0965
This Consultant Agreement ("Agreement") is for a workshop session to be held on January 4th 2021.

BETWEEN: Changing Systems LLC (the "Consultant"), with a main address of 4220 Duncan Ave, Suite 201, St. Louis MO 63110 and **The Parkway School District** (the "Organization"), a public school district with its main address at 455 N. Woods Mill Road, Chesterfield, MO 63017.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

- 1. CONSULTATION SERVICES** The Organization, hereby contract with the Consultant to perform the following services in accordance with the terms and conditions set forth here:
 - Intro to ABAR in Education (Anti-Bias, Anti-Racist): The Importance of Equity in SEL

- 2. TERMS OF AGREEMENT** This session will be held on Monday, January 4th, 2021, 8am-11am.

- 3. TIME DEVOTED BY CONSULTANT** The Consultant's time per week will align with the completion of the deliverables and will vary from week to week. With any project, the Consultant may spend more or less time on execution of the project depending on the phase, process and circumstances.

- 4. PLACE WHERE SERVICES WILL BE RENDERED** The Consultant will be available for online or on-site meetings as the project requires. Other project work may be conducted virtually given Covid-19 at the Consultant's discretion.

- 5. PAYMENT TO CONSULTANT** The Consultant will submit a statement setting forth services rendered on the first day the month in the amount of \$3,500. The Organization will pay the amount due as indicated by the statement submitted within thirty (30) days of receipt. The Organization retains the opportunity to request additional services from the Consultant.

- 6. INDEPENDENT CONTRACTOR** Both the Organization and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment insurance taxes, and any other taxes or business license fee as required.

7. CONFIDENTIAL INFORMATION The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this contract, which concerns the affairs of the Organization will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms, or organization.

8. EMPLOYMENT OF OTHERS The Consultant may require the assistance of an associate(s) consultant to fully deliver the aforementioned services. It will be the responsibility of the Consultant to make payment to the associate consultant. The Organization may from time to time request that the consultant arrange for the services of other third parties or vendors. Examples may include but are not limited to printing companies, direct mail production companies, technology firms, etc. All costs to the Consultant for those services will be paid by the Organization but in no event shall the Consultant employ others without the prior authorization of the Organization.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Parkway School District

Organization

Erin Schulte
Erin Schulte (Jan 6, 2021 12:57 CST)

Authorized Signature

Erin Schulte, Coordinator Counseling & Character Education

Print Name and Title

Consultant

Sherita M. Love-Founding Executive Director, Changing Systems
Authorized Signature and Title

Sherita Love is a fierce advocate for justice and liberation in education. She has deep knowledge and expertise as a classroom teacher, an entrepreneur, an anti-racist education catalyst and thought leader.

After teaching in elementary and middle school classrooms, Sherita moved into curriculum, program and staff development with a national nonprofit with locations in St. Louis and Southwest Illinois. There, she was also a national trainer in Leadership and Diversity & Inclusion courses for professional staff, served on the organization's Multicultural Mentorship Committee as well as the Diversity and Inclusion Council where she developed the current model for Diversity, Inclusion and Global strategy for staff in St. Louis and Southwest Illinois.

Sherita is currently the Executive Director of The Education Equity Center of St. Louis, a nonprofit fostering a regional approach to achieving racial equity in education through convening, capacity building and systems change. She is also the lead anti-racist education catalyst with Changing Systems where she works in collaboration with educators to dismantle systemic inequities as well as an adjunct professor with Washington University.

Sherita is also the co-founder of GLAMM (Girls Lead and MakeMoves) promoting education and empowerment for young women of color, board member for Blessed Teresa of Calcutta School, board member of Educators for Social Justice, board member of ConnectED Learning, advisory board member with the Education Foundation of the St. Louis Aquarium, a consultant with a lens for supporting girls and students of color with Washington University's STEM Teacher Quality Institute, and is a lead consultant with Education Equity Consultants.

Changing Systems

4220 Duncan Ave. Suite 201 | St. Louis, Mo. 63110 | (314) 403-0965

ABAR (Anti-Bias, Anti-Racism) in Education | Capacity Building and Coaching

Changing Systems supports schools and education focused organizations invested in long-term systemic change at the personal, interpersonal, institutional and structural levels through anti-racist capacity building + coaching.

Coaching sessions concurrent coaching sessions will be held with teams each month to support systematizing action plans based on historical, regional, district and school data. Participants are assigned coaches who meet with them monthly for strategy, implementation support and feedback.

Session Descriptions

Language + Responsibility: In this introductory session, participants will explore shared language for talking effectively about bias and systemic racism, understand how we have all been shaped by bias and systemic racism, examine the relationship between individuals + institutions as well as our responsibility as individuals working within institutions.

History + Data: Session two will explore an analysis of the development of systemic racism in education along with ways racism and racist institutional values have been legally codified and institutionally perpetuated throughout U.S. history. We will also examine St. Louis regional history and school district data that illustrate the impact and outcomes for black and brown students.

Systems Thinking + Application: Participants will learn to use systems thinking mapping + modeling to understand the complex systems of racism that affect their students and identify leverage points for change application.

Action Planning: In the final session, participants will identify strategies to dismantle racism and learn about action planning and implementation based on anti-racist values and a redesign of structures accountable to BIPOC (Black, Brown, and Indigenous People of Color) and oppressed groups.



INVOICE

Invoice #: Auto-generated
Invoice Date: Dec 28, 2020
Due date: Dec 28, 2020

Changing Systems LLC

Sherita Love
7800 Ellington Dr
St Louis, MO 63121
United States

Phone: 314-516-3340
sherita@changingsystems.org

Amount due:
\$3,500.00



Scan. Pay. Go

Bill To:

Multiple recipients (2)
eschulte@parkwayschools.net; The Parkway School District;

Description	Quantity	Price	Amount
Intro to ABAR Workshop: The Importance of Equity and SEL, Language + Responsibility Workshop Session: January 4th from 8am to 11am	1	\$3,500.00	\$3,500.00
		Subtotal	\$3,500.00
		Total	\$3,500.00 USD

Notes

Please remit payment to;

Sherita Love
Changing Systems
7800 Ellington Dr.
St. Louis, Mo. 63121



B I L L T O

PARKWAY SCHOOL DISTRICT
FINANCE DEPARTMENT
455 N. WOODS MILL ROAD
CHESTERFIELD, MO 63017
PURCHASING: 314-415-8251
ACCOUNTS PAYABLE: 314-415-8055

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	65210020-00

Delivery must be made within doors of specified destination.

V E N D O R

LOVE, SHERITA
CHANGING SYSTEMS
7800 ELLINGTON DRIVE
SAINT LOUIS, MO 63121

S H I P T O

PARKWAY WAREHOUSE
RON - 314-415-8203
363 NORTH WOODS MILL ROAD
CHESTERFIELD, MO 63017
Email: rbroyles@parkwayschools.net

Vendor Phone Number		Vendor Fax Number		Requisition Number		Purchase Order Reference	
				2182		NLESTER 3144155279	
Date Ordered		Vendor Number		Miscellaneous Information		Department/Location	
01/12/2021		626695				GUIDANCE AND COUNSELING	
Item#	Description/Part No.	QTY	UOM	Unit Price	Extended Price		
1	PRESENTER FOR COUNSELING/CHARACTER ED The Importance of Equity + SEL: Language and Responsibility GL Account: 10.2122.304.0075.6319.73110.1. \$3,500.00	1.0	EACH	\$3,500.00	\$3,500.00		
	DO NOT SEND TO VENDOR ***** GL SUMMARY ***** 10.2122.304.0075.6319.73110.1. \$3,500.00						
	COMPLETE						

PAYMENT APPROVAL		
<i>Nicole Lester</i>	01-13-21	\$ 3500
APPROVED FOR PAYMENT	DATE	AMOUNT

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25 OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.
All purchases by Parkway School District must comply with Board of Education policies and guidelines and with the terms and specifications of the District.

Delivery Hours: 7:00 am - 2:00 pm Mon-Fri
By: *Bob Linder*
Sustainability & Purchasing Manager

FILE COPY

PO Total	\$3,500.00
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PARKWAY SCHOOL DISTRICT PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. **Complete agreement.** This order constitutes District's offer to Supplier and shall become a binding contract unless Supplier gives District written notice of objection within seven (7) days following supplier's receipt hereof. This order is not valid unless signed by a duly authorized representative of District. The specification on the face hereof, these terms and conditions, any other special conditions in a schedule attached hereto, if any, and any specifications or other documents referenced in such schedule or on the face hereof constitute the entire agreement between District and Supplier and supersede all previous communications, either written or oral, with respect to the subject matter of this order. This order expressly limits acceptance to the terms and conditions stated herein, which terms and conditions may not be varied except in writing by referencing the number of this order and signed by District's duly authorized representative. Any reference on the face hereof to Supplier's proposal or any other document published by Supplier shall be deemed to incorporate only typed or handwritten information and not any standard printed terms or conditions of Supplier's documents other than description of the goods, services and prices offered by the Supplier.
2. **Governing Law.** This order shall be governed by and construed in accordance with the laws of the State of Missouri without regard to principles or conflicts of laws.
3. **Time of Essence and Force Majeure.** Shipment and delivery date(s) specified are of the essence on this order. However, Supplier shall not be liable for delays in manufacture or delivery of goods and performance of services to the extent such delays are due to causes beyond Supplier's reasonable control and provided Supplier uses its best efforts to remedy the situation and first allocates all available production and deliveries to District, and provided further that Supplier has notified District promptly (but in any event within seven days) of the occurrence which causes such delay. District shall not be liable to accept any part of such goods and services which are delayed and may, at its option, cancel the order. Causes deemed beyond a party's reasonable control include acts of God, acts of civil or military authorities, fires, labor disturbances, epidemics, war or riots, and acts of the other party. Whenever Supplier has knowledge of a condition or event that may delay or lead to delay in the timely performance of this order, Supplier shall immediately give notice thereof, including all relevant information with respect thereto, to District. Further, in the event of acts of God, acts of civil or military authorities, fires, labor disturbances, epidemics, war or riots, pandemics, pestilence, governmental closures or other Force Majeure events or related occurrences that result in the District's Board of Education making the determination that in person operations must be halted or substantially reduced, District shall have the option to cancel or temporarily suspend the contract during the time of such full or partial closure. For the avoidance of doubt, a Force Majeure event as used in this paragraph shall include (a) the occurrence of any pandemic, epidemic or prevalent disease or illness with an actual or probably threat to human life, including, without limitation, coronavirus, atypical pneumonia, Severe Acute Respiratory Syndrome (SARS), or avian influenza, or (b) adherence to any travel restriction, warning or advisory issued in relation thereto by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC), or (c) any quarantine or similar measure taken in relation thereto by any governmental agency or authority to prevent the spread of any communicable disease, or (d) any unavailability of any resources, information or services resulting from any of the foregoing including, without limitation, the unavailability of resources, information or services due to any governmental shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon by District to fulfill its obligations.
4. **Shipping Instructions.** Packing slips must accompany each shipment. District's count will be accepted as final and conclusive on all shipments not accompanied by packing slips. All articles are to be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates and to meet carrier requirements. No charges will be allowed for boxing or packing unless specifically stated in the order. Any goods shipped by parcel post must be insured for face value. Goods must be shipped as provided for in this order, or additional shipping and handling costs will be back charged to Supplier. In the absence of such instructions shipments shall be routed via the most economical mode of commercially reasonable transportation available consistent with the time requirements established for the order and risk of loss on the goods shall be borne by Supplier until delivery at District or destination designated by the District.
5. **Right to Reject.** All goods and/or services furnished will be subject to inspection and testing upon arrival or performance, and such goods and/or services found by District in its sole discretion to be found not in accordance with the specifications drawings, plans, instructions, samples or other descriptions furnished or adopted by District for the order or otherwise not in conformance with the terms of this order shall be subject to rejection, return and back charge as appropriate, together with the necessary costs of handling and shipping. District's payment of all or any part of the purchase price prior to such inspection, testing and non-acceptance of the goods and/or services involved shall not constitute a waiver of any of District's rights hereunder.
6. **Representations and Warranties.** Supplier represents and warrants that:
 - (A) District's purchase or use of the goods or services furnished pursuant to this order, in the form in which furnished to the District, will not infringe in any United States or foreign patent, trademark, copyright, trade secret or other proprietary right of a third party and Supplier agrees to defend and hold District harmless against any claim, action or suit that may be brought against District for Patent, trademark, copyright, trade secret infringement or for the infringement of any other proprietary right by reason of District's purchase or use of such goods. District will receive good title to all goods furnished hereunder, free and clear of all liens.
 - (B) All goods and services covered by each order are unencumbered and will conform to the specifications, drawings, plans, instructions, samples or other description furnished or adopted by District; will be well made, of good materials, merchantable fit and sufficient for the purpose intended, including any special requirements of District which have been disclosed to Supplier; shall be free from defects, whether latent or patent, in material and workmanship. Supplier shall immediately replace or repair free of charge, f.o.b. District, any goods or parts of any goods supplied hereunder which prove to be defective in workmanship or material within one year from date of shipment.
 - (C) Supplier shall comply with all applicable local, state and federal laws, rules, regulations and ordinances. The proposal for this Contract shall be based upon the required payment by the Contractor for wages for each craft or type of workmen required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to Sections 290.262, RSMo 1994.
 - (D) Supplier is an independent contractor and nothing contained herein shall constitute or designate Supplier or any of its agents or employees as agents of the District. Supplier agrees in the performance of this Contract that it will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion, or political origin.
 - (E) The goods covered by this order are in conformity with the specifications, samples, or other descriptions furnished by Supplier to District or designated by District. In addition, Supplier assigns to District the benefit of any warranty that Supplier receives from its suppliers of any items purchased by District hereunder.
7. **Right to Cancel.** The District reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Supplier or by any Subcontractors, in the sole judgment and discretion of the District in the event of such termination, the Supplier shall be liable for any excess costs incurred by the District. If the contract is so terminated, the District may purchase upon such terms and in such manner as the District may deem appropriate, supplies or services similar to those so terminated, and that the Supplier will be liable for excess costs incurred thereby.
8. **Indemnity.** Supplier hereby agrees to indemnify and hold harmless District and their agents and employees from all claims and suits for money or damages to property including incidental and consequential damages relating thereto or injuries, including death, to persons, and from all judgments recovered therefor, and from all expenses defending said claims or suits, including court costs, attorney's fees and other expenses, caused by or arising out of: (a) the act of omission of Supplier, its agents, servants and employees while on or about the premises of District for the purposes of delivering, installing or providing the goods and services required by this order; (b) the negligence or wrongful acts or omissions of Supplier, its agents, servants and employees; (c) any misrepresentation, breach of warranty, or non-fulfillment of any obligation or order; and (d) any and all claims, demands and liens for the value of goods furnished or labor performed under this order.
9. **No Assignment.** Supplier may not assign its rights or delegate its duties under this order without the prior written consent of District, and any attempted assignment or delegation without such consent shall be void. No completed articles shall be shipped out or subcontracted without District's prior written approval.
10. **Pricing.** (A) Prices shall be firm and not subject to adjustment or variation unless specifically approved in writing to District.
(B) Except as otherwise provided herein, the prices herein include all costs and charges to be incurred by Supplier, including, without limitation, installation and other service charges, all charges for transportation, packing, packaging, and all costs of design, engineering and development, and all costs for tooling, molds, patterns and similar property that may be obtained or required by Supplier for use in the manufacture, fabrication or assembly of the goods or performance of the services called for by this order.
11. **Assurance of Performance.** In the event Supplier fails to perform when due any delivery and/or service required by this order, or District in good faith has any other reason to question Supplier's intent or ability to perform, District may, at its election, demand adequate assurance of performance, including that supplier furnish, at Supplier's expense, a performance bond or letter of credit, conditioned to indemnify District for any loss District may sustain by failure of Supplier to perform its obligation. In the event Supplier fails to comply with such demand within ten (10) business days thereafter, District may treat this failure as a default.
12. **Invoice Procedures.** After completion of all work, Supplier shall submit an invoice in duplicate to the District containing purchase order number and full descriptive information of items or services furnished.
13. **Insurance.** Supplier hereby agrees to furnish and maintain at its own cost and expense, insurance policies underwritten by good and solvent insurance companies, protecting:
 - (A) The legal liability of Supplier under the Worker's Compensation Act of any State or other structure or law, to pay claims for personal injuries sustained by its employees, including death resulting therefrom; and
 - (B) The legal liability of Supplier for damage to property and for injuries to or death of any person or persons (including automobile exposure), and contractual liability assumed by Supplier, said insurance to be written with a limit of not less than \$1,000,000.00 for any one occurrence. Supplier shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies. Supplier shall furnish District with insurance certificates indicating the coverage above referred to. Supplier shall not contract for the performance of any work herein required without imposing similar obligations on any subcontractor so employed.
14. **Sales/Use Tax Exemption.** The District is exempt from Missouri sales and use tax on purchases. The District's Missouri Tax Identification Number is 12579424.



INVOICE

Invoice #: Auto-generated
Invoice Date: Mar 10, 2021
Due date: Mar 10, 2021

Changing Systems LLC

Sherita Love
7800 Ellington Dr
St Louis, MO 63121
United States

Phone: 314-516-3340
sherita@changingsystems.org

Amount due:
\$7,000.00



Scan. Pay. Go

Bill To:

Multiple recipients (2)
eschulte@parkwayschools.net; The Parkway School District;

Description	Quantity	Price	Amount
ABAR Workshop Facilitation: History, Local and District Data Workshop Sessions: February 26th from 8am to 11am and 12pm to 3pm	1	\$7,000.00	\$7,000.00
		Subtotal	\$7,000.00
		Total	\$7,000.00 USD

Notes

Please remit payment to;

Sherita Love
Changing Systems
7800 Ellington Dr.
St. Louis, Mo. 63121



B I L L T O

PARKWAY SCHOOL DISTRICT
FINANCE DEPARTMENT
455 N. WOODS MILL ROAD
CHESTERFIELD, MO 63017
PURCHASING: 314-415-8251
ACCOUNTS PAYABLE: 314-415-8055

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	65210024-00

Delivery must be made within doors of specified destination.

V E N D O R

LOVE, SHERITA
CHANGING SYSTEMS
7800 ELLINGTON DRIVE
SAINT LOUIS, MO 63121

S H I P T O

PARKWAY WAREHOUSE
RON - 314-415-8203
363 NORTH WOODS MILL ROAD
CHESTERFIELD, MO 63017
Email: rbroyles@parkwayschools.net

Vendor Phone Number	Vendor Fax Number	Requisition Number	Purchase Order Reference
		2768	NLESTER 3144155279

Date Ordered	Vendor Number	Miscellaneous Information	Department/Location
03/31/2021	626695		GUIDANCE AND COUNSELING

Item#	Description/Part No.	QTY	UOM	Unit Price	Extended Price
1	ABAR WORKSHOP FOR COUNSELORS	1.0	EACH	\$7,000.00	\$7,000.00
	GL Account: 10.2122.304.0075.6319.73110.1. \$7,000.00				
	INVOICE ATTACHED				
	***** GL SUMMARY *****				
	10.2122.304.0075.6319.73110.1. \$7,000.00				
COMPLETE					

PAYMENT APPROVAL		
<i>Nicole Lester</i>	4-1-21	\$ 7,000
APPROVED FOR PAYMENT	DATE	AMOUNT

PRICE INCREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25 OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.
All purchases by Parkway School District must comply with Board of Education policies and guidelines and with the terms and specifications of the District.

Delivery Hours: 7:00 am - 2:00 pm Mon-Fri
By: *[Signature]*
Sustainability & Purchasing Manager
FILE COPY

PO Total	\$7,000.00
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PARKWAY SCHOOL DISTRICT PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. **Complete agreement.** This order constitutes District's offer to Supplier and shall become a binding contract unless Supplier gives District written notice of objection within seven (7) days following supplier's receipt hereof. This order is not valid unless signed by a duly authorized representative of District. The specification on the face hereof, these terms and conditions, any other special conditions in a schedule attached hereto, if any, and any specifications or other documents referenced in such schedule or on the face hereof constitute the entire agreement between District and Supplier and supersede all previous communications, either written or oral, with respect to the subject matter of this order. This order expressly limits acceptance to the terms and conditions stated herein, which terms and conditions may not be varied except in writing by referencing the number of this order and signed by District's duly authorized representative. Any reference on the face hereof to Supplier's proposal or any other document published by Supplier shall be deemed to incorporate only typed or handwritten information and not any standard printed terms or conditions of Supplier's documents other than description of the goods, services and prices offered by the Supplier.

2. **Governing Law.** This order shall be governed by and construed in accordance with the laws of the State of Missouri without regard to principles or conflicts of laws.

3. **Time of Essence and Force Majeure.** Shipment and delivery date(s) specified are of the essence on this order. However, Supplier shall not be liable for delays in manufacture or delivery of goods and performance of services to the extent such delays are due to causes beyond Supplier's reasonable control and provided Supplier uses its best efforts to remedy the situation and first allocates all available production and deliveries to District, and provided further that Supplier has notified District promptly (but in any event within seven days) of the occurrence which causes such delay. District shall not be liable to accept any part of such goods and services which are delayed and may, at its option, cancel the order. Causes deemed beyond a party's reasonable control include acts of God, acts of civil or military authorities, fires, labor disturbances, epidemics, war or riots, and acts of the other party. Whenever Supplier has knowledge of a condition or event that may delay or lead to delay in the timely performance of this order, Supplier shall immediately give notice thereof, including all relevant information with respect thereto, to District. Further, in the event of acts of God, acts of civil or military authorities, fires, labor disturbances, epidemics, war or riots, pandemics, pestilences, governmental closures or other Force Majeure events or related occurrences that result in the District's Board of Education making the determination that in person operations must be halted or substantially reduced, District shall have the option to cancel or temporarily suspend the contract during the time of such full or partial closure. For the avoidance of doubt, a Force Majeure event as used in this paragraph shall include (a) the occurrence of any pandemic, epidemic or prevalent disease or illness with an actual or probably threat to human life, including, without limitation, coronavirus, atypical pneumonia, Severe Acute Respiratory Syndrome (SARS), or avian influenza, or (b) adherence to any travel restriction, warning or advisory issued in relation thereto by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC), or (c) any quarantine or similar measure taken in relation thereto by any governmental agency or authority to prevent the spread of any communicable disease, or (d) any unavailability of any resources, information or services resulting from any of the foregoing including, without limitation, the unavailability of resources, information or services due to any governmental shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon by District to fulfill its obligations.

4. **Shipping Instructions.** Packing slips must accompany each shipment. District's contract will be accepted as final and conclusive on all shipments not accompanied by packing slips. All articles are to be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates and to meet carrier requirements. No charges will be allowed for boxing or packing unless specifically stated in the order. Any goods shipped by parcel post must be insured for face value. Goods must be shipped as provided for in this order, or additional shipping and handling costs will be back charged to Supplier. In the absence of such instructions shipments shall be routed via the most economical mode of commercially reasonable transportation available consistent with the time requirements established for the order and risk of loss on the goods shall be borne by Supplier until delivery at District or destination designated by the District.

5. **Right to Reject.** All goods and/or services furnished will be subject to inspection and testing upon arrival or performance, and such goods and/or services found by District in its sole discretion to be found not in accordance with the specifications drawings, plans, instructions, samples or other descriptions furnished or adopted by District for the order or otherwise not in conformance with the terms of this order shall be subject to rejection, return and back charge as appropriate, together with the necessary costs of handling and shipping. District's payment of all or any part of the purchase price prior to such inspection, testing and non-acceptance of the goods and/or services involved shall not constitute a waiver of any of District's rights hereunder.

6. **Representations and Warranties.** Supplier represents and warrants that:

(A) District's purchase or use of the goods or services furnished pursuant to this order, in the form in which furnished to the District, will not infringe in any United States or foreign patent, trademark, copyright, trade secret or other proprietary right of a third party and Supplier agrees to defend and hold District harmless against any claim, action or suit that may be brought against District for Patent, trademark, copyright, trade secret infringement or for the infringement of any other proprietary right by reason of District's purchase or use of such goods. District will receive good title to all goods furnished hereunder, free and clear of all liens.

(B) All goods and services covered by each order are unencumbered and will conform to the specifications, drawings, plans, instructions, samples or other description furnished or adopted by District; will be well made, of good materials, merchantable fit and sufficient for the purpose intended, including any special requirements of District which have been disclosed to Supplier; shall be free from defects, whether latent or patent, in material and workmanship. Supplier shall immediately replace or repair free of charge, f.o.b. District, any goods or parts of any goods supplied hereunder which prove to be defective in workmanship or material within one year from date of shipment.

(C) Supplier shall comply with all applicable local, state and federal laws, rules, regulations and ordinances. The proposal for this Contract shall be based upon the required payment by the Contractor for wages for each craft or type of workmen required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to Sections 290.262, RSMo 1994.

(D) Supplier is an independent contractor and nothing contained herein shall constitute or designate Supplier or any of its agents or employees as agents of the District. Supplier agrees in the performance of this Contract that it will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion, or political origin.

(E) The goods covered by this order are in conformity with the specifications, samples, or other descriptions furnished by Supplier to District or designated by District. In addition, Supplier assigns to District the benefit of any warranty that Supplier receives from its suppliers of any items purchased by District hereunder.

7. **Right to Cancel.** The District reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Supplier or by any Subcontractors, in the sole judgment and discretion of the District in the event of such termination, the Supplier shall be liable for any excess costs incurred by the District. If the contract is so terminated, the District may purchase upon such terms and in such manner as the District may deem appropriate, supplies or services similar to those so terminated, and that the Supplier will be liable for excess costs incurred thereby.

8. **Indemnity.** Supplier hereby agrees to indemnify and hold harmless District and their agents and employees from all claims and suits for money or damages to property including incidental and consequential damages relating thereto or injuries, including death, to persons, and from all judgments recovered therefore, and from all expenses defending said claims or suits, including court costs, attorney's fees and other expenses, caused by or arising out of: (a) the act of omission of Supplier, its agents, servants and employees while on or about the premises of District for the purposes of delivering, installing or providing the goods and services required by this order; (b) the negligence or wrongful acts or omissions of Supplier, its agents, servants and employees; (c) any misrepresentation, breach of warranty, or non-fulfillment of any obligation or order; and (d) any and all claims, demands and liens for the value of goods furnished or labor performed under this order.

9. **No Assignment.** Supplier may not assign its rights or delegate its duties under this order without the prior written consent of District, and any attempted assignment or delegation without such consent shall be void. No completed articles shall be shipped out or subcontracted without District's prior written approval.

10. **Pricing.** (A) Prices shall be firm and not subject to adjustment or variation unless specifically approved in writing to District.

(B) Except as otherwise provided herein, the prices herein include all costs and charges to be incurred by Supplier, including, without limitation, installation and other service charges, all charges for transportation, packing, packaging, and all costs of design, engineering and development, and all costs for tooling, molds, patterns and similar property that may be obtained or required by Supplier for use in the manufacture, fabrication or assembly of the goods or performance of the services called for by this order.

11. **Assurance of Performance.** In the event Supplier fails to perform when due any delivery and/or service required by this order, or District in good faith has any other reason to question Supplier's intent or ability to perform, District may, at its election, demand adequate assurance of performance, including that supplier furnish, at Supplier's expense, a performance bond or letter of credit, conditioned to indemnify District for any loss District may sustain by failure of Supplier to perform its obligation. In the event Supplier fails to comply with such demand within ten (10) business days thereafter, District may treat this failure as a default.

12. **Invoice Procedures.** After completion of all work, Supplier shall submit an invoice in duplicate to the District containing purchase order number and full descriptive information of items or services furnished.

13. **Insurance.** Supplier hereby agrees to furnish and maintain at its own cost and expense, insurance policies underwritten by good and solvent insurance companies, protecting:

(A) The legal liability of Supplier under the Worker's Compensation Act of any State or other structure or law, to pay claims for personal injuries sustained by its employees, including death resulting therefrom; and

(B) The legal liability of Supplier for damage to property and for injuries to or death of any person or persons (including automobile exposure), and contractual liability assumed by Supplier, said insurance to be written with a limit of not less than \$1,000,000.00 for any one occurrence. Supplier shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies. Supplier shall furnish District with insurance certificates indicating the coverage above referred to. Supplier shall not contract for the performance of any work herein required without imposing similar obligations on any subcontractor so employed.

14. **Sales/Use Tax Exemption.** The District is exempt from Missouri sales and use tax on purchases. The District's Missouri Tax Identification Number is 12579424.

